

AGREEMENT AND RELEASE

This Agreement and Release ("Agreement") sets forth the mutual understanding between **ANTONIO SANTIAGO** (hereinafter referred to as "Plaintiff") and **JS DISCOUNT CITY CORP., JS 99 AND UP CORP., and XIAOMENG QU**, as an individual (hereinafter collectively referred to as "Defendants"), regarding Plaintiff's employment and the settlement of any and all claims Plaintiff has or may have against Defendants.

WHEREAS, Plaintiffs have commenced an action against Defendants in the Southern District of New York, United States District Court, bearing Docket No.: 19-CV-1112 alleging wage and hour violations under the Federal Labor Standards Act and New York Labor Law.

WHEREAS, Defendants deny that they failed to pay Plaintiff all wages owed to them;

WHEREAS, Defendants deny any violation of law or any liability to Plaintiff;

WHEREAS, Plaintiff and Defendants mutually desire to settle and resolve all disputes and differences between them, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Defendants and Plaintiff, having been represented by counsel, have independently concluded that it is in their respective best interests to do so, agree as follows:

1. Payment

In lieu of incurring further litigation costs associated with defending the action commenced against them by Plaintiff and in consideration for Plaintiff's execution of this Agreement, which includes a release, Defendants agree to the following payment terms:

a. Defendants shall cause Plaintiff to be paid the gross sum of seventeen thousand five hundred dollars and no cents (\$12,000.00), inclusive of attorneys' fees and costs ("Settlement Funds"), payable as follows:

i. Within thirty (30) days of the Court's approval of this settlement agreement, Defendants shall provide payment of twelve thousand dollars and zero cents (\$12,000.00) payable as follows:

a. One certified or bank check in the amount of four thousand five hundred and twenty-four dollars and zero cents (\$4,524.00) made payable to Helen F. Dalton & Associates, P.C., as attorneys for Plaintiffs.

b. One certified or bank check in the amount of seven thousand four hundred seventy-six dollars and zero cents (\$7,476.00) made payable to Antonio Santiago.

ii. The Settlement Funds will be provided to the Helen F. Dalton & Associates, P.C., 80-02 Kew Gardens Road, Suite 601, Kew Gardens, New York 11415.

iii. Upon receiving the full payment listed in Paragraph 1(a)(i), Plaintiff will file a Stipulation of Discontinuance with prejudice for Court approval.

2. Release

In consideration of the payments, benefits, agreements and other consideration to be provided by Defendants as described in the Agreement, Plaintiff, his successors and assigns, **HEREBY RELEASES AND FOREVER DISCHARGES**, to the maximum extent permitted by law, Defendants, any insurers of Defendants, and Defendants' respective parent corporations, stockholders, subsidiaries, affiliates, divisions, successors and assigns, their respective current and former officers, owners, directors, employees, trustees, agents, whether as individuals or in their official capacity, and each of their respective successors and assigns, and attorneys of and from all or any manner of actions, causes and causes of action, claims and demands whatsoever at law or in equity ("claims"), which were alleged in the Complaint filed in the action, specifically including Federal Labor Standards Act and New York Labor Law, and its associated regulations concerning unpaid wages, record-keeping violations and failure to provide proper wage statements, which Plaintiff ever had or now has arising out of Plaintiff's employment by Defendants, his termination thereof, and/or the negotiation and/or execution of this Agreement.

Defendants, for themselves and their heirs, executors, administrators and his respective successors and assigns, **HEREBY RELEASE AND FOREVER DISCHARGE**, to the maximum extent permitted by law, Plaintiff from any and all counterclaims that Defendants have asserted or could have asserted against Plaintiffs relating to the claims asserted in this matter.

3. Attorneys' Fees

Except as otherwise stated, the parties expressly agree to bear their own attorneys' fees, costs and disbursements incurred in this litigation. Further, no party shall be responsible or liable for the payment of any attorneys' fees for the other party.

4. Oral Modifications Prohibited

This Agreement represents the entire agreement between Plaintiff and Defendants with respect to Plaintiffs' employment with Defendants. This Agreement cannot be amended, supplemented, or modified nor may any provision be waived, except by a written instrument executed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

5. Enforcement of the Agreement

This Agreement shall be governed by the law of the State of New York, without regard to the choice-of-law or conflicts-of-law principles of any jurisdiction.

6. Jurisdiction

Notwithstanding Plaintiff's filing of a Stipulation of Discontinuance, the parties respectfully request that this Court, the United States District Court for the Southern District of New York, retain jurisdiction to enforce the terms of this settlement until full payment of the Settlement Funds outlined in Paragraph 1 is made in its entirety or in the event of a default of this Agreement by either party.

7. Effective Date

This Agreement and Release shall become effective immediately upon execution.

8. Counterparts

This Agreement may be executed on multiple counterparts, each of which shall be considered an original but all of which will constitute one (1) Agreement.

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PLAINTIFF:


ANTONIO SANTIAGO

Date: 5/24/19

DEFENDANTS:

JS DISCOUNT CITY CORP.


XIAOMENG QU, Agent Authorized to sign on behalf of JS DISCOUNT CITY CORP.

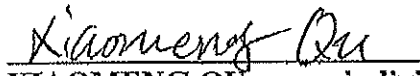
Date: 5/13/19

JS 99 AND UP CORP.


XIAOMENG QU, Agent Authorized to sign on behalf of JS DISCOUNT CITY CORP.

Date: 5/13/19

XIAOMENG QU


XIAOMENG QU, as an individual

Date: 5/13/19